

Participating Addendum Number 505ENT-024-NASPOCOMPUT-02
for
COMPUTER EQUIPMENT, PERIPHERALS & RELATED SERVICES
between
State of Wisconsin
and
Apple Inc.

This Participating Addendum is entered into by State of Wisconsin ("Participating Entity") and the following Contractor (each a "Party" and collectively the "Parties") for the purpose of participating in NASPO ValuePoint Master Agreement Number 23003, executed by Contractor and the State of Minnesota for Computer Equipment, Peripherals & Related Services ("Master Agreement"):

Apple Inc. ("Contractor")
One Apple Park Way
Cupertino, CA 95014

I. PARTICIPATING ADDENDUM CONTACTS.

Contractor's contact for this Participating Addendum is:

Tim Lim
Senior Contracts Negotiator
tlim2@apple.com
408-783-7379

Participating Entity's contact for this Participating Addendum is:

Hallee Kox
Procurement Specialist
Hallee.Kox@wisconsin.gov
608-266-7554

- II. TERM.** This Participating Addendum is effective as of the date of the last signature below, and will terminate upon termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.
- III. PARTICIPATION AND USAGE.** This Participating Addendum may be used by all state agencies, public or private educational institutions, institutions of higher education, cities, counties, districts, and other political subdivisions of the state. Participating Entity has sole authority to determine which additional entities authorized by state statute are eligible to use this Participating Addendum.
- IV. GOVERNING LAW.** The construction and effect of this Participating Addendum and any Orders placed hereunder will be governed by, and construed in accordance with, Participating Entity's laws. Venue for all legal proceedings arising out of the Participating Addendum, or breach thereof, shall be in the State or federal court with competent jurisdiction in Dane County, Wisconsin. In the event that any provision of this Participating Addendum is contrary to Wisconsin law, such provision shall be null and void.
- V. SCOPE.** Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions of the Master Agreement and the rights and obligations set forth therein as applied to the Contractor and Participating Entity and Purchasing Entities. For the avoidance of doubt, the Master Agreement contains Minnesota statutory requirements applicable only to the Lead State. Such provisions are not applicable to any Participating Entity other than the Lead State.
- a. Hardware.** The dollar limits identified below are based on a SINGLE computer/system configuration. This is NOT a restriction on the purchase of multiple configurations (e.g., an entity could purchase 10 laptops at \$15,000 each, for a total purchase price of \$150,000).

ITEM CONFIGURATION
Band Two \$15,000
Peripherals \$10,000

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Apple Inc.

- VI. SERVICES.** All services available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities. All services provided will be described in one or more of the following documents:
- i. "Services Descriptions" used to describe any services purchased by an entity;
 - ii. any mutually agreed upon Statement of Work ("SOW") executed by the parties.
- a. Contractor Partners.** The Participating Entity shall have the right to remove Apple Authorized Service Provider(s) under any SOW entered into pursuant to this Participating Addendum, as agreed in the applicable SOW.

- VII. AMENDMENTS AND CONFLICTS.** Any amendment to the Master Agreement shall be deemed incorporated into this Participating Addendum unless the amendment is rejected by the Participating Entity in writing to Contractor within ten (10) calendar days of the amendment's effective date and is documented thereafter via written amendment hereto.

The terms of this Participating Addendum, excluding the Master Agreement, shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the Participating State and Contractor.

Any conflict between this Participating Addendum and the Master Agreement will be resolved in favor of the Participating Addendum.

- VIII. ORDERS.** Purchasing Entities may place orders under this Participating Addendum by referencing the Participating Addendum Number on an Order. Each Order placed under this Participating Addendum is subject to the pricing and terms set forth herein and in the Master Agreement, including applicable discounts, reporting requirements, and payment of administrative fees to NASPO ValuePoint and Participating Entity, if applicable.

IX. PARTICIPATING ENTITY REPORTING REQUIREMENTS.

Excluding all orders at an Apple Retail Store, Apple will provide a quarterly report of all invoiced items transacted under the Agreement to Customer within thirty (30) days following the end of each Apple fiscal quarter. Reports will be submitted electronically via email in a format determined by Apple. Report data includes: (i) sold-to customer name; (ii) Apple customer number; (iii) customer group (i.e., K-12 education, higher education, or state and local government); (iv) purchase order number; (v) Apple sales order number; (vi) order entry date; (vii) invoice number; (viii) invoice date; (ix) quantity; (x) unit price; (xi) total invoiced price; (xii) Apple part number; (xiii) material description; (xiv) ship-to name; and (xv) ship-to address (city, street, state, zip code).

Reports will be submitted via email to Participating Entity at: doaitcontractusagereporting@wisconsin.gov.

- X. FEDERAL FUNDING REQUIREMENTS.** In addition to the Master Agreement, Exhibit A, Section 12 (Laws and Regulations), Contractor will evaluate federal requirements associated with orders funded with federal funds on a transactional basis.

XI. INFORMATION TECHNOLOGY SECURITY STANDARDS.

- a. Executive Order 184.** Executive Order 184 relating to Cybersecurity and Prohibiting the Use of Certain Foreign Technologies directs the Wisconsin Department of Administration to take measures to ensure certain prohibited vendors and technologies are not used on State IT networks. Accordingly, the following vendors and/or software are prohibited from being provided to any Purchasing Entity:
- TikTok

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- Huawei Technologies
- ZTE Corp
- Hytera Communications Corporation
- Hangzhou Hikvision Digital Technology Company
- Dahua Technology Company
- Tencent Holdings, including but not limited to:
 - Tencent QQ
 - QQ Wallet
 - WeChat
- Alibaba products, including but not limited to:
 - AliPay
- Kaspersky Lab

XII. Payment Card Industry Data Security Standard and Cardholder Information Security. Contractor's relevant infrastructure that is used to support its obligations under this Participating Addendum including Network Components, Applications, Servers, and Subcontractors (if any) are aligned with the Payment Card Industry Data Security Standard ("PCIDSS"). "Network Components" may include, but are not limited to, Contractor's firewalls, switches, routers, wireless access points, network appliances, and other security appliances; "Applications" may include, but are not limited to, all purchased and custom external (web) applications. "Servers" may include, but are not limited to, all of Contractor's web, database, authentication, DNS, mail, proxy, and NTP servers. "Cardholder Data" is defined in accordance with PCIDSS. Apple Authorized Service Providers shall not accept payment under this Participating Addendum; Contractor shall invoice all Orders and all payments under this Participating Addendum will be made directly to Contractor.

XIII. ATTACHMENTS. This Participating Addendum includes the following attachments. Parties agree that Contractor is not subject to any terms in these attachments that are not mandated by Wisconsin law.

- a. Attachment A: Participating Entity Modifications or Additions to the Master Agreement
- b. Attachment B: Vendor Agreement- Wisconsin's Cooperative Purchasing Service (DOA-3333) Form

XIV. NOTICE. Any notice required herein shall be sent to the following:

For Contractor:

Apple Inc.
U.S. Contract Operations
One Apple Park Way, MS/581-CNTR
Cupertino, CA 95014
contracts@apple.com

For Participating Entity:

Hallee Kox
Procurement Specialist
Hallee.Kox@wisconsin.gov
608-266-7554

XV. SUBMISSION OF PARTICIPATING ADDENDUM TO NASPO VALUEPOINT. Upon execution, Contractor shall email a copy of this Participating Addendum and any amendments hereto to NASPO ValuePoint at pa@naspovaluepoint.org. While Participating Entity will maintain the official record of this Participating Addendum, the Parties agree that this Participating Addendum, as amended, may be published on the NASPO ValuePoint website.

SIGNATURE

**Participating Addendum Number 505ENT-024-NASPOCOMPUT-02 for
COMPUTER EQUIPMENT, PERIPHERALS & RELATED SERVICES**

Between **State of Wisconsin** and
Apple Inc.

The undersigned for each Party represents and warrants that this Participating Addendum is a valid and legal agreement binding on the Party and enforceable in accordance with the Participating Addendum's terms and that the undersigned is duly authorized and has legal capacity to execute and deliver this Participating Addendum and bind the Party hereto.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

CONTRACTOR:

Johnny Mendoza
Signature

Johnny Mendoza
Printed Name

Project Coordinator
Title

12/8/2023
Date

PARTICIPATING ENTITY:

DocuSigned by:
Cheryl Edgington
E70A1AADB106453...
Signature

Cheryl Edgington
Printed Name

Director, State Bureau of Procurement
Title

12/15/2023 | 8:26 AM CST
Date

NASPO ValuePoint Computer Equipment, Peripherals & Related Services Master Agreement # 23003

Administered by the State of Minnesota (hereinafter "Lead State")

Attachment A- Apple Inc.

Participating State Contract # 505ENT-024-NASPOCOMPUT-02

PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT.

1. **Additional Term Definitions.** All terms used and not defined herein shall have the meaning given within the Master Agreement and Request for Proposal.

"Business Day" means any day on which the Purchasing Entity is open for business.

"Contract" means a binding agreement for the procurement of goods and Services under the terms and conditions contained within the Participating Addendum, Master Agreement, Solicitation and Addendums, Contractor's response to the Solicitation, and related Agreements.

"Software" means commercial operating off-the-shelf machine-readable object code instructions including microcode, firmware and operating system software that are preloaded on equipment. The term "Software" applies to all parts of software and documentation, including new releases, updates, and modifications of software.

"State" for this Participating Addendum, means the State of Wisconsin.

"Subcontract" means any contract, express or implied, between the Contractor and another party or between a Subcontractor and another party delegating or assigning, in whole or in part, the to fulfill the requirements and performance obligations of this Contract.

"Subcontractor" means any entity that enters into a Subcontract with the Contractor for the purpose of fulfilling the requirements and performance obligations of this Contract.

"Third Party" means any party who does not have a direct connection with this Contract, but who might be affected by it. A Third Party is a supplier of ancillary goods or support for a product or service who is neither the Contractor, Subcontractor, or the Purchasing Entity.

2. **Vendor Agreement Form.** The Contractor must sign the State of Wisconsin Vendor Agreement, Wisconsin's Cooperative Purchasing Service form (DOA-3333), to allow entities, as defined on the DOA-3333 form, to purchase through this Participating Addendum.
3. **No Quantity Guarantees.** Purchase under this Agreement pursuant to the Master Agreement is not mandatory. This Participating Addendum is non-exclusive. The State may obtain related goods or services from other sources during the term of this Agreement in its sole discretion and at its sole option. Subject to the foregoing, the State makes no express or implied warranties whatsoever that any particular quantity or dollar amount of services shall be procured through this Agreement.
4. **Restrictions:**
In addition to the Master Agreement, restrictions for Software and general services are as follows:
 - a. **Software.**
 - Stand-alone Software purchase, including applications ("Apps"), is not allowed.
 - b. **General Services.**
 - Acquisition of such Services shall be subject to this Participating Addendum and the Master Agreement and to other additional terms that may be required by the

NASPO ValuePoint Computer Equipment, Peripherals & Related Services Master Agreement # 23003

Administered by the State of Minnesota (hereinafter "Lead State")

Attachment A- Apple Inc.

Participating State Contract # 505ENT-024-NASPOCOMPUT-02

Contractor. Services shall be described in a Statement of Work (SOW).

- Services must be related to the equipment purchase. Additional professional Services, including general consulting, regardless of length of engagement, are not allowed.

- 5. Website Ordering.** Contract pricing will be available on the Participating State's page of the NASPO website.
- 6. Services performed in United States.** Pursuant to s. 16.705(1r), Wis. Stats., services must be performed within the United States.
- 7. Taxes.** Pursuant to statutes (Wis. Stat. s. 77.54(9a) and IRC s. 115), State agencies are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below.

State agencies are required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The State of Wisconsin may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Purchasing Entities other than State agencies may or may not be subject federal tax and Wisconsin state and local taxes. It is the responsibility of the Purchasing Entity to provide the Contractor with the appropriate tax exemption information.

- 8. Payment Terms and Invoicing.** Pursuant to s. 16.528, Wis. Stats., the State of Wisconsin shall pay properly submitted vendor invoices within thirty (30) days of receipt. Failure to render payment in accordance with these terms will result in late payment fees in the amount and timeframe described in this statute.
- 9. Right of Offset.** Pursuant to s. 73.12, Wis. Stats., the State may offset payments made to the Contractor to the extent allowed by law.

10. Termination:

In addition to the Master Agreement, Exhibit A, Section 42 (Cancellation):

- Pursuant to s. 77.66, Wis. Stats., the Participating State reserves the right to cancel this Contract if the Contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax.
 - Pursuant to s. 16.75(3), Wis. Stats., the Participating State reserves the right to cancel any contract in whole or in part without penalty due to nonappropriation of funds or for failure of the Contractor to comply with terms, conditions, and specifications of this Contract.
 - The Participating State reserves the right to cancel this Participating Addendum if the Contractor fails to submit a non-discrimination or affirmative action plan or fails to follow the non-discrimination or affirmative action requirements of subch. II, Chapter 111 of the Wisconsin Statutes (Wisconsin's Fair Employment Law).
- 11. Severability.** If any provision of this Contract is found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Contract shall remain valid and in full force and effect.

NASPO ValuePoint Computer Equipment, Peripherals & Related Services Master Agreement # 23003**Administered by the State of Minnesota (hereinafter "Lead State")****Attachment A- Apple Inc.****Participating State Contract # 505ENT-024-NASPOCOMPUT-02**

12. Nondiscrimination and Affirmative Action. In connection with the performance of work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, sex, disability, sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor further agrees to take affirmative action to ensure equal employment opportunities.

- a. Contracts estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by the Contractor. An exemption occurs from this requirement if the Contractor has a workforce of less than fifty (50) employees. Within fifteen (15) Business Days after the Contract is awarded, the Contractor must submit the plan to the State for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the State.
- b. The Contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the State that sets forth the provisions of the State's nondiscrimination law.
- c. Failure to comply with the conditions of this clause may result in the Contractor's becoming declared an "ineligible" contractor, termination of the Contract, or withholding of payment.
- d. Pursuant to s. 16.75(10p), Wis. Stats., Contractor agrees it is not, and will not for the duration of the contract, engage in a prohibited boycott of the State of Israel as defined in s. 20.931(1)(b). State agencies and authorities may not execute a Contract and reserve the right to terminate an existing Contract with a company that is not compliant with this provision. This provision applies to contracts valued \$100,000 or over.
- e. Pursuant to 2019 Wisconsin Executive Order 1, Contractor agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, Subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.

13. Recordkeeping and Record Retention. The Parties acknowledge that Participating Entities have an affirmative duty to provide the public with access to records they possess pursuant to Wisconsin Statutes Chapter 19, Subchapter II. Upon written request from a Participating Entity and pursuant to Wis. Stats. s. 19.36(3) for records reflecting the performance and administration of fees under this Participating Addendum, Contractor shall provide copies of such records that are responsive to the records request and which are in Contractor's possession at the time the request is received by the Contractor. Nothing in this Participating Addendum shall be deemed to limit Contractor's ability to mark documents as "Confidential".

14. Conflict of Interest. Private corporations and non-profit corporations are bound by ss. 180.0831, 180.1911(1), and 181.0831 Wis. Stats., regarding conflicts of interests by directors in the conduct of State contracts.

15. Disclosure. If a state public official (s. 19.42, Wis. Stats.), a member of a state public official's immediate family, or any organization in which Contractor knows a state public official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this agreement, and if this agreement involves payment of more than three thousand dollars (\$3,000) within a twelve (12) month period, this Agreement is voidable by the state unless appropriate disclosure is made according to s. 19.45(6), Wis. Stats., before signing the

NASPO ValuePoint Computer Equipment, Peripherals & Related Services Master Agreement # 23003

Administered by the State of Minnesota (hereinafter "Lead State")

Attachment A- Apple Inc.

Participating State Contract # 505ENT-024-NASPOCOMPUT-02

Agreement. Disclosure must be made to the State of Wisconsin Ethics Board, 44 East Mifflin Street, Suite 601, Madison, Wisconsin 53703 (Telephone 608-266-8123).

State classified and former employees and certain University of Wisconsin faculty/staff are subject to separate disclosure requirements, s. 16.417, Wis. Stats.

16. Employment. Section 16.417, Wis. Stats., prohibits an individual who is a State of Wisconsin employee or who is retained as a contractor full-time by a State of Wisconsin agency from being retained as a contractor by the same or another State of Wisconsin agency where the individual receives more than \$12,000 as compensation for the individual's services during the same year. This prohibition does not apply to individuals who have full-time appointments for less than twelve (12) months during any period of time that is not included in the appointment. It does not include corporations or partnerships.

17. Foreign Corporation. Pursuant to s. 180.1501, Wis. Stats., and Chapter 180, Wis. Stats., generally regarding foreign corporations, a foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation and will possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority. Any foreign corporation which desires to apply for a certificate of authority should contact the Department of Financial Institutions, Division of Corporation, P. O. Box 7846, Madison, WI 53707-7846; telephone (608) 261-7577.

State of Wisconsin
 Department of Administration
 Division of Enterprise Operations
 DOA-3333 (R05/2015)



State Bureau of Procurement
 101 East Wilson Street, 6th Floor
 Post Office Box 7867
 Madison, WI 53707-7867
 FAX (608) 267-0600
<http://vendomet.state.wi.us>

Vendor Agreement

Wisconsin's Cooperative Purchasing Service

Wisconsin statutes (s. 16.73, Wis. Stats.) establish authority to allow Wisconsin municipalities to purchase from state contracts. Participating in the service gives vendors opportunities for additional sales without additional bidding. Municipalities use the service to expedite purchases. A "municipality" is defined as any county, city, village, town, school district, board of school directors, sewer district, drainage district, vocational, technical and adult education district, or any other public body having the authority to award public contracts (s. 16.70(8), Wis. Stats.). Federally recognized Indian tribes and bands in this state may participate in cooperative purchasing with the state or any municipality under ss. 66.0301(1) and (2), Wis. Stats.

Interested municipalities:

- will contact the contractor directly to place orders referencing the state agency contract number; and
- are responsible for receipt, acceptance, inspection of commodities directly from the contractor, and making payment directly to the contractor.

The State of Wisconsin is not a party to these purchases or any dispute arising from these purchases and is not liable for delivery or payment of any of these purchases.

The State of Wisconsin will determine the contractor's participation by checking a box below.

☐ **MANDATORY:** Bidders/Proposers must agree to furnish the commodities or services of this bid/proposal to Wisconsin municipalities. Vendors should note any special conditions below.

☒ **OPTIONAL:** Bidders/Proposers may or may not agree to furnish the commodities or services of this bid/proposal to Wisconsin municipalities. A vendor's decision on participating in this service has no effect on awarding this contract.

A vendor in the service may specify minimum order sizes by volume or dollar amount, additional charges beyond normal delivery areas, or other minimal changes for municipalities.

Vendor: please check one of the following boxes in response.

☒ I Agree to furnish the commodities or services of this bid/proposal to Wisconsin municipalities with any special conditions noted below.

☐ I Do Not Agree to furnish the commodities or services to Wisconsin municipalities.

Special Conditions (if applicable):

Per the terms set forth in the NASPO ValuePoint Master Agreement and Participating Addendum between Apple Inc. and the State of Wisconsin.

Signature <i>Johnny Mendoza</i>		Date (mm/dd/ccyy) 12/8/2023	
Name (Type or Print) Johnny Mendoza		Title Project Coordinator	
Company Apple Inc.		Telephone (408) 974-0100	
Address (Street) One Apple Park Way	City Cupertino	State CA	ZIP + 4 95014
Commodity/Service Computer Equipment, Peripherals and Related Services		Request for Bid/Proposal Number N/A	